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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

EXECUTION COPY

FIRST AMENDMENT OF LEASE AND OPERATING AGREEMENT

Parties:

Philadelphia Regional Port Authority & GROWMARK, Inc.
 3460 N. Delaware Avenue, 2nd Floor 1701 Towanda Avenue
 Philadelphia, PA 19134 ("Lessor") Bloomington, Illinois 61701 ("Lessee")

Lease History:	Filed with FMC	FMC Reference No:
Lease & Operating Agreement	March 17, 2008	201179

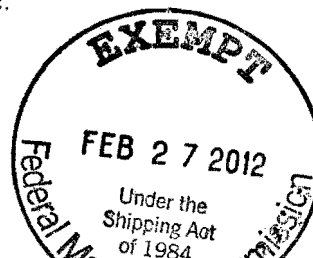
The Lease & Operating Agreement is hereinafter collectively referred to as the "Lease".

Background:

The parties entered into a Lease and Operating Agreement dated March 5, 2008. The Term is on a month to month basis. To encourage development and use of Pier 122, Lessor and Lessee, (collectively known as the "**Parties**"), developed a conditional term sheet setting forth proposed terms and conditions to be entered into upon attracting sufficient business commitments. On June 21, 2011, the Board of the Authority authorized entering into an amendment to the lease based upon the conditional terms provided that the authorization would expire if the conditions for commencement of the conditional terms are not met by June 30, 2012.

NOW, THEREFORE, intending to be legally bound hereby and in exchange for good, valuable and sufficient consideration received, Lessor and Lessee covenant and agree as follows:

1. Effective Date. This First Amendment to Lease and Operating Agreement ("**Amendment**") shall become effective on the date on which an executed copy hereof is filed with the FMC in accordance with the Shipping Act of 1984. Lessor shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.
2. Definitions. Unless otherwise defined in this Amendment, all terms defined in the Lease shall have the meanings ascribed to them in the Lease when used in this Amendment.
3. Conditions Precedent. The terms and conditions set forth in Paragraph 4 of this Amendment shall not take effect until Lessor and Lessee execute the acknowledgement attached as Exhibit "B". If the parties do not execute the acknowledgement prior to June 30, 2012, the terms and conditions set forth in Paragraph 4 are void.
4. New Business Terms. Upon satisfaction of the Conditions Precedent set forth in Paragraph 3, the following terms and conditions take effect on the first day of the first full month after execution of the acknowledgement by PRPA and Lessee:



A. Article I – GRANT OF LEASE; INDEPENDENT OPERATOR. The following Section of Article I of the Lease is hereby deleted and replaced in its entirety as follows:

1.3 Use of the Premises.

1.3.1 Lessee shall use the Premises as a marine terminal, which is hereby described in Exhibit “A”, which is hereby defined as a facility for: (i) the docking and mooring of vessels for the purpose of discharging or loading cargo; (ii) the receipt, distributing, moving, loading and unloading of dry bulk, and liquid bulk into and from such vessels, trucks and railcars; (iii) the provision of terminal services to vessels; (iv) the transferring of merchandise, goods and cargo to, from, and between cargo vessels, trucks and railcars; and ~~(vi)~~ marine activities similar to the foregoing as approved by PRPA (collectively, the “Permitted Use”).

1.3.2 Lessee shall not use the Premises for any purpose other than the Permitted Use. If, in the reasonable opinion of PRPA, the Premises or any part thereof is being used for any use or purpose other than the Permitted Use, Lessee shall immediately cease, or cause any tenant, licensee or occupant of the Premises to cease, such improper use following receipt of notice from PRPA to Lessee. Lessee’ failure to comply with such notice shall constitute a default by Lessee of this Agreement, entitling PRPA to exercise its remedies under Article XVI, without the necessity of PRPA providing Lessee with any additional notice; provided, however, that if any tenant, licensee or occupant of the Premises is using the Premises for any purpose other than the Permitted Use, Lessee shall have a reasonable period of time to cause the cessation of such improper use (provided that Lessee uses its best efforts to commence, within fifteen (15) calendar days following notice of such use, all necessary and appropriate action to cause the cessation of such improper use and diligently proceeds in the prosecution of such action as expeditiously as possible).

1.3.3 Lessee shall not use or permit the Premises to be used in whole or in part during the Term of this Agreement for any purpose or for any use in violation of, and shall operate the Premises in compliance with, any and all present or future laws, ordinances, general rules or regulations of any Federal, State or local public or governmental authority or agency at any time applicable thereto (collectively “Laws”) including, without limitation, the Laws of the Commonwealth and the City of Philadelphia, relating to, by way of example only and not limitation, sanitation or the public health, safety or welfare, or navigational use of the port and port facilities.

B. Article II – Effective Date; Term. Article II of the Lease is hereby deleted and replaced in its entirety as follows:

ARTICLE II – EFFECTIVE DATE; TERM

2.1 Effective Date. This Agreement shall become effective (the “**Effective Date**”) on the last to occur of:

- (i) February 15, 2008;
- (ii) approval by the Office of the Attorney General of the Commonwealth (the “**Attorney General**”) of the terms and provisions of this Agreement;
- (iii) the date on which an executed copy of this Agreement is submitted to the Federal Maritime Commission (“**FMC**”) for filing in accordance with the Shipping Act of 1984.

PRPA shall cause the Agreement to be submitted to the Attorney General for approval promptly following execution and promptly thereafter to be submitted for filing with the FMC.

2.2 Term. The term of Lease and Operating Agreement shall be from the Trigger Date through the termination date (“**Term**”).

2.2.1 Trigger Date. The Trigger Date shall be the date the acknowledgement is executed by PRPA and Lessee pursuant to Paragraph 3 of the Amendment. (the “**Trigger Date**”).

2.2.2 Restoration Period. The Restoration Period of this Agreement (the “**Restoration Period**”) shall begin on the first day of the first full month after the Trigger Date and shall end on the Operations Commencement Date.

2.2.3 Operations Commencement Date. The Operations Commencement Date (the “**Operations Commencement Date**”) shall be the date that is twelve (12) months after the Restoration Period of this Lease.

2.2.4 Initial Term. The initial term of this Agreement (the “**Initial Term**”) shall begin on the Operations Commencement Date and shall end on the date that is the twentieth (20th) anniversary of the Operations Commencement Date (the “**Termination Date**”), unless extended or sooner terminated. The twelve-month period from the Operations Commencement Date and any successive twelve month period from the anniversary of the Operations Commencement Date each shall be a “Lease Year”).

2.2.5 Extensions of the Term. Lessee shall have the right to four five year extensions with each term being subject to the Parties (i) agreeing on the rent for the new term being reached at least 180 calendar days prior to the new term; or (ii) being actively involved in an arbitration that will cause the new term's rental to be established by the new term.

2.3 Surrender of Possession; Holdover. Lessee shall peaceably deliver up and surrender possession of the Premises to PRPA, in the same condition as at the Commencement date of this Lease as improved by the Improvements and subject to reasonable wear and tear, at the expiration of the Term or earlier termination of this Agreement. Lessee shall not hold over in all or any part of the Premises after the termination of this Agreement or expiration of the Term. Any such holdover shall be deemed an extension of this Agreement on a month-to-month basis upon the same terms and conditions of this Agreement, except that Lessee shall pay to PRPA as Rent during each month of the holdover period an amount equal to one-twelfth (1/12) of one hundred and fifty percent (150%) of the Rent, as hereinafter defined, payable for the twelve (12) months immediately preceding the inception of the holdover period. Nothing in this Section 2.4 shall be deemed to give Lessee any right to hold over or to prevent PRPA from evicting Lessee or pursuing any other remedies in the event of such holdover. At the end of the Term, ~~any funds payable~~ to Lessee from PRPA shall be due in full and payable within 45 days.

2.4 Lessee' Inspection of the Premises. The state ~~and condition~~ of the Premises and any improvements, structures and facilities located thereon at the Effective Date shall, for purposes of this Agreement, be the condition as established by the base line survey ("**Base Line Survey**"), if any, performed at the commencement of the Restoration Period under the Lease and Operating Agreement between PRPA and Lessee.

B. Article III – Rent; Payments. Article 3 of the Lease is hereby deleted and replaced in its entirety as follows:

ARTICLE III - RENT; PAYMENTS

3.1 Base Rent. As consideration for the execution and delivery by PRPA of this Agreement, Lessee shall pay to PRPA during the Term the following annual base rent ("**Base Rent**") which shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month commencing on the first (1st) day of the month in which the Lease Commencement Date occurs (pro-rated if the Commencement Date is not the first (1st) day of such month):

Restoration Period	Amount:
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Month 1	\$1,500
Month 2	\$3,000
Month 3	\$4,000
Month 4	\$5,000
Month 5	\$6,000
Month 6	\$7,000
Month 7	\$8,000
Month 8	\$9,000
Month 9	\$10,000
Month 10	\$11,000
Month 11	\$12,000
Month 12	\$13,000

Initial Term:

Lessee shall pay PRPA during the Initial Term an annual Base Rent of Two Hundred Forty Thousand Dollars (\$240,000) payable in equal monthly installments of Twenty Thousand Dollars (\$20,000) per month which shall be payable in advance on the first day of each calendar month commencing as of the Operations Commencement Date.

Beginning on the first anniversary of the Operations Commencement Date, and on each anniversary of the Operations Commencement Date thereafter, the annual Base Rent payable shall increase or decrease by the lesser of (i) the annual increase in the Consumer Price Index (CPI, U.S. – All Urban Consumers; U.S. City Average; 1967 = 100) (the “Annual CPI Factor”) and (ii) 1.5% per annum. To calculate the Annual CPI Factor, Lessor and Lessee agree that the initial base index (the “Base Index”) shall be the CPI for the calendar month that occurs three calendar months prior to the month in which the Operations Commencement Date occurs. For example, if the Operations Commencement Date is October 10, 2010, then the initial Base Index shall be the CPI for the month of July 2010. The initial comparison index (the “Comparison Index”) shall be the CPI for the same month as used for the Base Index, but one year later, i.e. in the example, the month of July 2011. The amount of annual increase in the Consumer Price Index shall be calculated by dividing the Comparison Index by the Base Index and then subtracting 1.0 from that quotient. For example, if the Comparison Index is 692.345 and the Base Index is 672.663, then the annual increase is determined by dividing 692.345 by 672.663, for which the quotient is 1.0293, and then subtracting 1.0 from that quotient, leaving an annual increase in the Consumer Price Index of 0.0293, or 2.93%. In subsequent years, the Comparison Index shall be the CPI for the appropriate month of the current year (i.e. in the example, the month of July 2012), and the Base Index shall be the CPI for the appropriate month of the previous year (i.e. in the example, the month of July 2011).

3.2 Late Charges. As compensation to PRPA for costs and expenses involved in handling delinquent payments, all Rent, as hereinafter defined, fees, and other charges that remain due and unpaid for a period of ten (10) business days after the date they are due shall be subject to a delinquency charge equal to fifty dollars (\$50) per day from the date due until the charges have been paid. Said delinquency charge is a liquidated sum, payable on demand, to defray PRPA's costs arising from the delinquency, and is in addition to all other remedies that PRPA may have as provided in this Agreement or otherwise by law or in equity to enforce payment of Rent or other charges that have accrued and have not been paid.

3.3 Rent. All sums payable by Lessee under this Agreement, whether or not stated to be Base Rent, additional Rent, Impositions, charges, costs, expenses or otherwise denominated (herein collectively referred to as "**Rent**"), shall be collectible by PRPA as Rent and in the event of a default in payment thereof PRPA shall have the same rights and remedies as for a failure by Lessee to pay Base Rent (without prejudice to any other right or remedy available therefor). All Rent shall be payable when due, without notice, demand, deduction or set-off, at the address of PRPA set forth in Section 20.1, or any other address of which PRPA shall hereafter give Lessee written notice. If PRPA, at any time or times, shall accept any payment of Rent after the same shall be due and payable hereunder, or shall accept any lesser amount than the sum then due on account of Rent, such acceptance shall not excuse delay upon subsequent occasions or constitute or be construed as a waiver of any of PRPA's rights hereunder with respect to such late or partial payment. No payment by Lessee of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and PRPA may accept any such check or payment without prejudice to PRPA's right to recover the balance of such Rent or to pursue any other remedy provided for in this Agreement or available at law or in equity.

3.4 Letter of Credit. As security for the performance of its obligations pursuant to and in accordance with the terms of this Agreement, Lessee shall provide a ~~letter of credit~~ for the benefit of PRPA in the amount of One Hundred Thousand Dollars (\$100,000).

3.5 Guarantees. Lessee guarantees tonnage volumes:

Initial Term	150,000 tons per year
Year 2	200,000 tons per year
Year 3	300,000 tons per year
Year 4	350,000 tons per year
Year 5+	400,000 tons per year

3.6 Operating Expenses.

3.6.1 In addition to Base Rent, Lessee shall pay to PRPA, within thirty (30) calendar days following demand by PRPA, an amount sufficient to pay all currently due real estate taxes, assessments (whether general or special) and other municipal charges, taxes or duties imposed against the Premises ("**Impositions**"). To the best of PRPA's knowledge, as of the date of this Agreement, no such Impositions have been imposed upon the Premises. However, in the event any such Impositions in a material amount are imposed upon the Premises during the Term of this Agreement, PRPA and Lessee agree to negotiate in good faith to endeavor to agree upon an equitable resolution regarding the payment of such Impositions; provided, if the parties do not agree upon an equitable resolution within ninety (90) days from the date of any such Imposition, PRPA and Lessee shall each have the right to terminate this Agreement.

3.6.2 In addition to Lessee's obligations set forth elsewhere in this Agreement, Lessee shall be solely responsible for payment of all insurance premiums (including but not limited to property insurance), utilities, and operating expenses including, without limitation, all costs and expenses for security, snow removal, labor and maintenance and repair incurred in connection with the operations at the Premises. Notwithstanding the foregoing, PRPA acknowledges that Section 3.13 of this Agreement provide for reimbursement to Lessee of certain specific expenses.

3.7 Other Cargo and Business Opportunities. PRPA and Lessee agree to negotiate in good faith concerning (1) the fees to be paid by Lessee to PRPA for cargo other than cargo described in Section 1.3.1, and (2) the fees to be paid by Lessee to PRPA for other business opportunities which may arise during the Term of this Agreement.

3.8 Dockage Fee. For each twenty-four (24) hour period (a "**Day**") during the Term during which any vessel is docked at the Premises, Lessee shall pay to PRPA as additional Rent a dockage fee of twenty-seven cents (\$0.27) per Day per net registered ton for each such vessel docked or moored at the Premises (the "**Dockage Fee**"). Any fractional days that any vessel is docked at the Premises shall be prorated at the above stated Dockage Fee multiplied by the fractional part of the day of dockage, rounded to the nearest quarter day, but in no case less than 25% for any period over 24 hours.

3.9 Tonnage Fee. Commencing on the first day of the Initial Term, Lessee shall pay to PRPA, as additional Rent, the following tonnage fees per each ton of cargo moved over the Premises, whether by ship, rail, truck or other means, (the "**Tonnage Fee**"):

Tons of CargoTonnage Fee

0 - 250,000

\$1.00 per ton of cargo, plus

251,000 - 500,000

\$0.75 per ton of cargo, plus

500,001 and above

\$0.50 per ton of cargo

For the purposes hereof, cargo is "moved over the Premises" if it is delivered to the Premises by one instrumentality of transshipment and removed by a different instrumentality of transshipment (e.g. vessel to vessel; truck to vessel, train to truck, vessel to storage, etc.) but shall not apply to any cargo that is only parked or staged temporarily on the Premises and remains in the instrumentality of transshipment of its delivery. Notwithstanding the foregoing, Lessee shall not park or temporarily stage cargo on the Premises without the permission of the Lessor.

3.10 Payment of Dockage and Tonnage Fees. On or before the 15th day of each month for the preceding calendar month, Lessee shall provide PRPA with a breakdown, together with all data relevant to the computation thereof, of the Tonnage Fees and Dockage Fees generated ("**Monthly Report**") for such month and for the year to date. Within thirty (30) days of the date each such Monthly Report is due, Lessee shall pay to PRPA, as additional Rent, the Tonnage Fee and the Dockage Fee due for such month as is listed in each Monthly Report (i.e. the Tonnage Fees and Dockage Fees due for January of any year during the Term shall be paid to PRPA no later than March 15 of that year.); provided that Lessee's failure to submit such Monthly Report on a timely basis shall not excuse Lessee's obligation to pay such additional Rent as and when due. The Tonnage Fee and the Dockage Fee for the final month of the Term of this Agreement shall be due and payable on the fifteenth (15th) day of the second calendar month immediately following the date of termination or expiration of this Agreement.

Lessee shall submit to Lessor on or before the sixtieth (60th) day following the end of each Lease Year (including the final Lease Year) a written statement, signed and certified by Lessee's duly authorized financial officer to be true and correct, showing (i) an accounting of all cargo moved over the Premises during the preceding Lease Year and the aggregate Tonnage Fee payable on account thereof, and (ii) an accounting of all dockage and wharfage charges and revenues charged by Lessee at the Premises during the preceding Lease Year and the aggregate Dockage Fee owing on account thereof.

3.11 Tonnage Guarantee. Lessee hereby guarantees the following minimum number of tonnage will be moved over the Premises ("**Tonnage Guarantee**"):

Restoration Period: N/A

Tonnage Guarantee after Restoration Period:

Year 1	150,000 tons per year
Year 2	200,000 tons per year
Year 3	300,000 tons per year
Year 4	350,000 tons per year
Year 5+	400,000 tons per year

If Lessee does not meet the tonnage guarantee during a Lease Year, Lessee agrees to pay as additional rent, an amount equal to the tonnage guarantee amount less the number of tons actually moved over the Premises multiplied by \$0.50 ("**Tonnage Penalty**"). The Tonnage Penalty shall be paid without need for an invoice or before the sixtieth (60th) day following the end of each Lease Year (including the final Lease Year).

3.12 Facility Restoration. Promptly upon execution of this Agreement, Lessee shall conduct an inspection of the Premises to determine the repairs necessary to restore the Premises to safe operational status. Upon completion of the inspection, Lessee shall generate a report ("**Restoration Report**") to be delivered to PRPA detailing (i) the alterations, modifications, improvements and repairs that Lessee reasonably deems necessary to restore the Premises to a safe condition such as Lessee reasonably determines is necessary for the full operating capacity for the Permitted Uses (the "**Improvements**"), (ii) the berth to be dredged ("**Berth**") and (iii) the proposed repairs to the Wharf Structure, as defined below, if any that are necessary, to allow safe operational status of the facility for the Permitted Uses ("**PRPA Improvements**"). The "**Wharf Structure**" shall mean and be defined as the decking and curbing, beams, girders, subsurface support slabs, and prestressed concrete or wood pilings located on the Premises between the pierhead line and the bulkhead line of the Delaware River.

PRPA will evaluate the Restoration Report and within ten (10) calendar days approve or reject the Improvements, the Berth and PRPA Improvements. If PRPA does not approve of the Improvements, the Berth or the PRPA Improvements, the parties agree to negotiate in good faith to agree upon the Improvements, the Berth and PRPA Improvements. If, despite the best efforts of the parties, no agreement can be reached on any or all of the Improvements, Berth or PRPA Improvements, the Amendment will be void and this Lease shall revert back to a month to month lease under terms and conditions of the Lease without amendment.

If PRPA approves of the Improvements, the Berth and the PRPA Improvements, Lessee, at its sole cost and expense, shall implement the performance of the Improvements to the Premises, the initial dredging of the Berth to a minimum depth sufficient for the docking of 50,000 ton vessels (or a minimum depth of 36 feet) and PRPA shall perform the PRPA improvements ("**Restoration Plan**").

ARTICLE VII - MAINTENANCE, REPAIR, EQUIPMENT AND IMPROVEMENTS

7.1 PRPA's Obligations. PRPA shall maintain the structural integrity of the walls and roof of those buildings which will be utilized as part of the Premises. If PRPA fails to maintain the buildings as indicated Lessee may elect to pay to have the repair work performed and Lessee will be reimbursed for the actual plus reasonable associated cost of the repair work performed, by reducing the lease payments to the PRPA over the following months until the full amount is reimbursed. In no event shall this cause the rental due to become less than \$0.00.

7.1.1 Wharf Structure. PRPA shall maintain the Wharf Structure as defined in Section 3.12. If PRPA fails to maintain the Wharf Structure, Lessee may elect to pay to have the repair work performed and Lessee will be reimbursed for the actual plus all reasonable associated costs with the repair work performed, by reducing the lease payments to the PRPA over the following months until the full amount is reimbursed. In no event shall this cause the rental due to become less than \$0.00.

7.1.2 Dredging. Subsequent to the initial dredging being performed by Lessee, semi-annually during the Term, Lessee shall undertake soundings of the Berth and shall deliver the results thereof to PRPA, at Lessee's sole expense (the "Soundings"). During the Term, PRPA shall at its sole costs and expense, and at such times as it reasonably determines necessary, based upon the Soundings, conduct maintenance dredging alongside the Berth to a depth sufficient for the docking of 50,000 ton vessels (or a minimum depth of 36 feet); **provided, however,** that PRPA's obligation to undertake such dredging shall be absolutely contingent upon PRPA obtaining all necessary permits and approvals which are prerequisite thereto (which permits and approvals PRPA agrees to pursue in a commercially reasonable manner. If PRPA fails to maintain such depth, Lessee may elect to pay to have the dredging performed and Lessee will be reimbursed for the actual plus reasonable associated costs of the work performed by reducing the lease payments to the PRPA over the following months until the full amount is reimbursed. In no event shall this cause the rental due to become less than \$0.00.

7.1.3 Lessee assumes all liability, under all applicable federal, state and local laws, statutes and regulations, for wire, steel bands, baling wires, trash of any kind, timbers, pieces of steel and the like, that may be encountered by dredges working in the docks and waterways adjacent to the Premises, and PRPA shall remove and dispose of such materials, when encountered at the Berth, at Lessee's sole expense, in which event Lessee shall pay to PRPA on demand PRPA's costs incurred in the removal and disposal of such materials as well as any costs incurred by PRPA, including without limitation fines, reasonable attorney's fees and court costs, as a result of any alleged liability of PRPA for the presence of such materials at the Berth under applicable federal, state and local laws, all of

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which sums shall be payable on demand as additional Rent.

7.2 Lessee' Obligations.

7.2.1 Subject to the obligations of PRPA contained in Section 7.1.1, and subject to the last sentence hereof, Lessee, at its own expense, shall be responsible for and perform all maintenance of the Premises of any nature and shall keep the same in good order and repair and condition, including without limitation, all electrical systems, HVAC systems, water and sewer systems, gutters and down spouts, fire and sprinkler systems, alarm systems, reefer plugs, refrigeration systems, lighting, fences, and shall replace, renew, or repair, to PRPA's satisfaction, all parts that may become worn out, broken or destroyed.

7.2.2 During the Term of this Agreement, Lessee shall, at its sole cost and expense, operate, maintain, repair and service such other equipment and/or machinery located at or on the Premises so as to keep the same in good operating condition, all in compliance with all Occupational Safety and Health Act rules and regulations and other applicable Federal, State or local laws or regulations.

7.3 Repair. Without limiting the generality of Lessee' obligations under Section 7.2 above, Lessee shall, at its sole cost and expense, promptly repair, to PRPA's satisfaction, any damage, structural or non-structural, done to the Premises by Lessee' agents, employees, contractors, customers, suppliers and other invitees, including, without limitation, damage by railroad cars, trucks or other equipment, or by the discharging, receiving or delivering of freight or passengers from or to railroad cars, trucks or other equipment. PRPA shall not be responsible for any damage to any furniture, equipment or other effects of Lessee or others or for any theft, damage or loss of property from the Premises, however occurring.

7.4 Condition Survey. At PRPA's option, PRPA and Lessee shall conduct or cause to be conducted a condition survey at any time during the Term, to serve as a basis for determining Lessee' compliance with the provisions of this Agreement.

7.5 Fire Systems. Subject to 7.2.1 hereof, all fire protection sprinkler systems, fire hydrant systems, standpipe systems, fire alarm and sprinkler monitoring systems, portable fire extinguishers, and other fire protective or extinguishing systems or appliances which have been or may be installed on the Premises shall be maintained or repaired, as may be necessary by Lessee, at its sole cost and expense and in accordance with all applicable laws, including without limitation, the City of Philadelphia Fire Code and all additions, revisions and amendments thereto, and in accordance with the recognized standards relating thereto.

7.6 Load Limits. Lessee shall not place loads on the structural portions of the

Premises in excess of the respective maximum load limits for the Premises as set forth in **Exhibit "D"** attached hereto and made a part thereof, as such load limits may be modified by PRPA from time to time for safety purposes, without the prior written consent of PRPA, which may be granted or withheld in PRPA's sole discretion.

7.7 **Condition and Surrender of the Premises.** Lessee agrees to accept the Premises, including, without limitation, all improvements, structures and facilities upon the Premises, in their condition existing at the Commencement Date, "as is", "where-is" and without warranty (expressed or implied). Lessee' occupation or use of the Premises shall in itself constitute acknowledgment of such acceptance, and PRPA shall not be obligated to make any improvements or repairs thereto, except as specifically provided elsewhere in this Agreement. Subject to 7.2.1 hereof, Lessee covenants and agrees that at the expiration of the Term it will quit and surrender the Premises with all the improvements thereon in as good a state and condition as the same were at the inception of the Term as described on a Base Line Survey performed, if at all, pursuant to Section 2.4 hereof, and with the Improvements in as good a state and condition as the same were at completion in accordance with this Agreement, and the Premises will be left in a clean condition with no build-up of dirt and debris, subject to normal wear and tear.

7.8 **Access.** Subject to the requirements of Section 4.1, PRPA, its contractors, invitees and their respective employees have the right of access to the Premises at all times to perform their respective duties, responsibilities and jobs as contemplated under this Article VII and to determine the state of maintenance and repair provided said access by PRPA or its representatives does not interfere with Lessee' operation of the Premises. PRPA will schedule such access, to the extent reasonably possible, so as not to materially interfere with Lessee' operations at the Premises, but need not schedule such access if PRPA deems an emergency to exist.

7.9 **PRPA's Rights.** After the Commencement Date, should Lessee fail to make any repairs or perform any maintenance for which it is responsible, PRPA shall have the option to make or perform the same (but need not do so) following thirty (30) calendar days written notice from PRPA or immediately if, in PRPA's business judgment, the repairs required must be made to prevent damage, injury or loss to persons or property. Within ten (10) calendar days following receipt of an invoice, together with reasonable supporting documentation from PRPA, Lessee shall reimburse PRPA for PRPA's actual cost of such repairs as additional Rent. The making of such repairs by PRPA shall in no event be construed as a waiver of the duty of Lessee to make repairs as herein provided.

7.10 **Lessee' Improvements.** During the Term, Lessee shall not make any alterations, additions or improvements to the Premises without first receiving the written consent of PRPA, which consent shall not be unreasonably withheld.

PRPA may, at its option, require Lessee to remove any alterations, additions, improvements constructed by Lessee (other than any alterations, additions or improvements which have been consented to by PRPA) upon the expiration or sooner termination of the Term, and to repair and restore the Premises to its condition as of the Commencement Date of this Agreement, at Lessee' sole cost and expense. To the extent Lessee is permitted to make any alterations, additions or improvements, including the Improvements, to the Premises such construction shall be subject to the following provisions:

7.10.1 Lessee shall not construct any improvement or effect major repairs or restorations of, alter or demolish any works, structures or other improvements upon the Premises, including a change in the grade or filling of a berth thereof, without first submitting to PRPA a complete set of drawings, plans, and specifications and contracts and obtaining PRPA's written approval thereof, which approval may not unreasonably be withheld, and any other approvals of the Commonwealth, to the extent required, and any approvals required by law. PRPA shall have the right to order changes in said drawings, plans and specifications for reasonable cause and Lessee shall make such changes at its own expense. Lessee shall keep records of all goods, material and labor employed in connection with any such construction and shall make the same available to PRPA at reasonable times upon prior written notice.

7.10.2 Every work, structure or improvement constructed, or alteration or change of grade made by Lessee shall conform with the plans and specifications as approved by PRPA and any other entity or governmental agency whose approval is required, and shall conform in all respects to the applicable federal, state, regional, and local laws, statutes, ordinances, rules and regulations. The approvals given as provided in this Section 7.10 shall not constitute a representation or warranty as to such conformity and shall not relieve Lessee of its responsibilities with regard thereto.

7.10.3 Lessee, at its own expense, shall obtain all permits necessary for such construction and shall require by contract that its contractors and subcontractors comply with all applicable federal, state, and local statutes, ordinances, rules and regulations, and with the provisions of Section 15.1. PRPA shall cooperate with Lessee with respect to obtaining necessary permits.

7.10.4 All construction by Lessee pursuant to this Section 7.10 shall be at Lessee' sole cost and expense, subject to any obligations of Reimbursement agreed to herein or otherwise by PRPA.

7.10.5 Lessee shall give written notice to PRPA, in advance, of the date it will commence any construction. Immediately upon the completion of the construction, Lessee shall notify PRPA of the date of such completion and shall, within thirty (30) days after such completion, file with PRPA a statement, verified

by an appropriate officer of Lessee, setting forth the cost of the labor and material used. Lessee shall also file with PRPA, in a form acceptable to PRPA, a set of "as built" plans for such construction.

7.10.6 All improvements, works and structures made or erected by Lessee upon the Premises under this Section 7.10 shall be and become the property of PRPA, except for the additions of any Fixtures or equipment which can be removed from the Premises without destruction or injury thereto.

7.10.7 Lessee will proceed diligently to construct its improvements upon the Premises without delay, and in a good and workmanlike manner, employing therefor workers and materials satisfactory in quantity and quality to PRPA. PRPA shall not be responsible for any delay in any construction schedule for any improvement.

7.10.8 Lessee will permit and assist PRPA or PRPA's representatives to make inspections of the Premises and Lessee's improvements. Prior to the commencement of any construction by Lessee, Lessee shall provide to PRPA a construction schedule. Lessee and PRPA shall establish an inspection schedule setting forth reasonable and appropriate times for PRPA to make such inspections, although PRPA may choose to inspect more frequently. If upon any such inspection PRPA in writing reasonably rejects as unsound or improper and not in substantial compliance with the plans any portion of the improvements or any materials used or to be used therein, Lessee will promptly commence to remove from the Premises or improvements (as the case may be) all rejected materials, and will take down and replace (or, at PRPA's option, repair) any portion of such improvements so rejected. PRPA's inspections are solely for PRPA's benefit and no action or inaction by PRPA shall constitute any representation that such improvements comply with the respective plans or that such improvements are sound or free from defects in material, design or workmanship. Nothing herein shall be construed as imposing any obligation upon PRPA to make any inspections hereunder.

7.10.9 Prior to the commencement of any construction or other performance by a contractor, subcontractor or materialman under a contract with Lessee for improvements at the Premises, Lessee shall cause a waiver of mechanics' and materialmen's liens from all such contractors, subcontractors and materialmen to be filed in accordance with the Commonwealth mechanics' lien law.

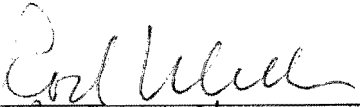
7.10.10 In addition to the foregoing requirements, Lessee shall not construct, effect major repairs or restorations of, alter or demolish any works, structures or other improvements upon the Premises without first obtaining PRPA's written approval of the identity of the contractor, which approval may be withheld in PRPA's sole and absolute discretion.

D. Exhibit A. Exhibit A is deleted and replaced as follows with Exhibit A of this Amendment.

5. Lease Remains in Effect. The Lease, as amended hereby, shall remain in full force and effect and time remains of the essence of the Lease and this Amendment. In the event of any conflict or any inconsistencies between the terms of the Lease and the terms of this Amendment, the terms of the Lease shall govern and control.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

GROWMARK, INC.

By: 
Name: Rod Wells
Title: Plant Food Div. Mgr.


Approved as to Legality and Form:

THE PHILADELPHIA REGIONAL
PORT AUTHORITY

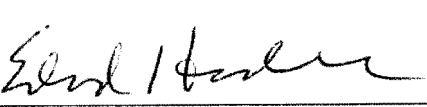
By: 
Name: James T. McDermott, Jr.
Title: Executive Director

Approved as to Budgetary Appropriateness & Fiscal
Responsibility


THE PHILADELPHIA
REGIONAL
PORT AUTHORITY

By: 
Name: Gregory V. Iannarelli
Title: Chief Counsel

THE PHILADELPHIA REGIONAL
PORT AUTHORITY

By: 
Name: Edward Henderson
Title: Director of Finance & Capital Funding

OFFICE OF THE ATTORNEY
GENERAL

By: 
Name: Robert A. Mülle, Esquire
Title: Chief Deputy Attorney
General

OFFICE OF THE BUDGET

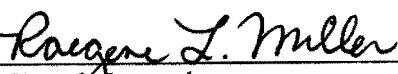
By: 
Name: Joseph Lawruk
Title: Comptroller

Exhibit A

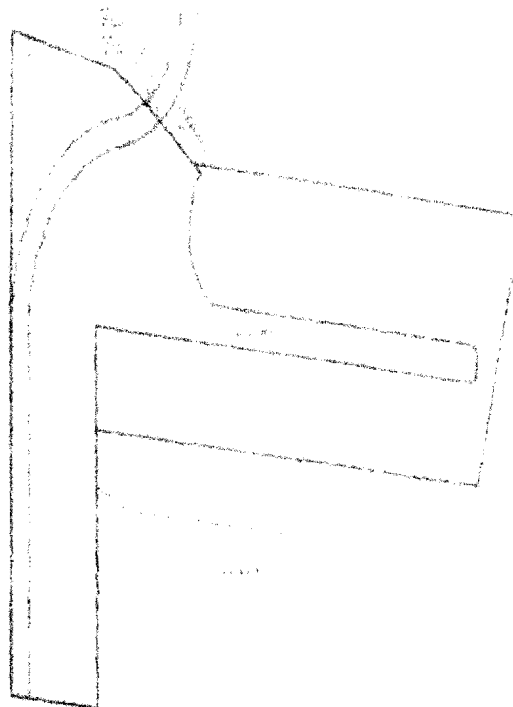
Exhibit A

The Premises Boundary is shown in Red

The Premises is subject to all recorded easements.

PRPA reserves the right to and the Premises are subject to the right of PRPA to place a stair (Sixteen feet wide) within the configuration identified in yellow.

PRPA reserves the right of access (Twenty Two foot wide) to and from Pier 12A and the Premises are subject to the right of access to Pier 12A as shown.



CTRC

EXHIBIT B

Acknowledgement of Philadelphia Regional Port Authority & GROWMARK, Inc.

GROWMARK represents that it satisfied it possesses enough potential business to trigger the new business terms set forth in paragraph 4 of the First Amendment of Lease and Operating Agreement;

Philadelphia Regional Port Authority represents that it is satisfied with the information provided by GROWMARK substantiating the existence of the potential business to trigger the new business terms set forth in paragraph 4 of the First Amendment of Lease and Operating Agreement;

GROWMARK will make improvements to the facility to support the potential business;
GROWMARK represents that the infrastructure improvements to the facility are estimated at \$14 million dollars; and

Philadelphia Regional Port Authority Board approval to execute this acknowledgement has occurred.

Philadelphia Regional Port Authority and GROWMARK, Inc. execute this acknowledgement with the intent and purpose to trigger paragraph 4 of the First Amendment of Lease and Operating Agreement.

GROWMARK, Inc.

THE PHILADELPHIA REGIONAL
PORT AUTHORITY

By: _____

Name:
Title:

Name: James T. McDermott, Jr.
Title: Executive Director